



Universal Service Administrative Company

Schools and Libraries Division

Notification of Commitment Adjustment Letter
Funding Year 2005: July 1, 2005 - June 30, 2006

June 26, 2009

Bill Colwell
MAYER UNIF SCHOOL DISTRICT 43
17300 E MULE DEER DR,
MAYER, AZ 86333 4218

Re: Form 471 Application Number: 486830
Funding Year: 2005
Applicant's Form Identifier: MUSD-INT
Billed Entity Number: 143200
FCC Registration Number: 0011793007
SPIN: 143004779
Service Provider Name: Network Infrastructure Corporation
Service Provider Contact Person: Carrie Jarecki

Our routine review of Schools and Libraries Program (Program) funding commitments has revealed certain applications where funds were committed in violation of Program rules.

In order to be sure that no funds are used in violation of Program rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see "Red Light Frequently Asked Questions (FAQs)" posted on the FCC website at http://www.fcc.gov/debt_collection/faq.html.

TO APPEAL THIS DECISION:

You have the option of filing an appeal with USAC or directly with the Federal Communications Commission (FCC).

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRN) you are appealing. Your letter of appeal must include the
 - Billed Entity Name,
 - Form 471 Application Number,
 - Billed Entity Number, and
 - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
100 S. Jefferson Rd.
P. O. Box 902
Whippany, NJ 07981

For more information on submitting an appeal to USAC, please see the "Appeals Procedure" posted on our website.

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-5 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted on our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letter Reports" posted at <http://usac.org/sl/tools/reference/guide-usac-letter-reports.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with Program rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Division
Universal Services Administrative Company

cc: Carrie Jarecki
Network Infrastructure Corporation

Jesse Bais

MAYER UNIF SCHOOL DISTRICT 43

P.O. Box 1059

Mayer, AZ 86333

Attachment “G”

Lynn Drye

From: Cyndi Beach [cbeach@usac.org]
Sent: Wednesday, July 22, 2009 5:55 AM
To: • Jesse Bais
Cc: ldrye@mayerschools.org
Subject: RE: Commitment Adjustment Letter

Jesse,

In reviewing the FRN you provided, the issue is the contract aware date. Information provided indicates that the applicant did not have a contract or any legally binding agreement in place at the time of the filing of the form 471. You have 60 days from the date of the Commitment Adjustment Letter to file your Appeal.

If you provide me with you telephone number we can discuss it further by phone.

Regards,

Cyndi

From: Jesse Bais [mailto:jbais@mayerschools.org]
Sent: Wednesday, July 22, 2009 8:33 AM
To: Cyndi Beach
Subject: FW: Commitment Adjustment Letter

Cyndi:

Lynn asked me to send you this information. The FRN number is 1351114 and attached is the letter that we received. Any help would be appreciated.

Thanks Jesse

The information contained in or attached to emails is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are not authorised to and must not disclose, copy, distribute, or retain any message or any part of it. If you have received an email in error, please contact the sender and delete the material from any computer.

From: Lynn Drye [mailto:ldrye@mayerschools]
Sent: Friday, July 10, 2009 4:17 PM
To: Jesse Bais
Subject: FW: Commitment Adjustment Letter

Jesse,

Can you send this? I didn't have time to get this done on Thursday or Friday.

Thanks,
Lynjn

P.S. Can you include both of our email addresses and contact info?

From: Cyndi Beach [mailto:cbeach@usac.org]
Sent: Wednesday, July 08, 2009 7:47 AM
To: ldrye@mayerschools.org
Subject: Commitment Adjustment Letter

Hi Lynn,
Your inquiry was referred to me. Could you give me the FRNs numbers associated with the application and attach a copy of the letter you received.
Thanks,

Cyndi

Cynthia Beach
Manager, Audit Response
Schools and Libraries Division
Universal Service Administrative Company
2000 L Street, Suite 200
Washington, DC 20036
202-776-0200

From: Lynn Drye [mailto:ldrye@mayerschools]

Sent: Tuesday, July 07, 2009 12:10 PM
To: auditinquiry
Subject: Commitment Adjustment Letter

Dear Sir,

Our school district has received a Notification of Commitment Adjustment Letter RE Form 471 Application Number 486830 for Funding Year 2005.

Our district has provided what we thought was all the information that had been requested. It is possible that there has been other correspondence we have not received and therefore not responded to (you have the incorrect mailing address).

Specifically, what documentation do you require to prove compliance with Program rules? We will submit a letter of appeal but don't understand exactly what it is we are appealing in order to respond.

Sincerely,

Lynn Drye
Business Manager
Mayer USD

Jesse Bais

Technology Director
Mayer USD

FYI – Bill Colwell left the district over 3 years ago and 17300 E. Mule Deer Dr. is not a valid mailing address. Our address is P.O. Box 1059.

Attachment “H”

MAYER UNIFIED SCHOOL DISTRICT NO. 43

P.O. Box 1059 - Red Brick Schoolhouse - Mayer, Arizona 86333
(928) 642-1000 - FAX (928) 632-4005



PATRICK M. DALLABETTA, Ed.D, *Superintendent*
ANNA PUETT, *Receptionist*
CINDY BLEVINS, *Payroll Specialist*
LYNN DRYE, *Business Manager*

High School (928) 642-1200
Junior High (928) 642-1200
Elementary (928) 642-1100

August 25, 2009

To: Schools and Libraries Division - Correspondence Unit
100 S. Jefferson Rd.
P.O. Box 902
Whippany, NJ 07981

From: Jesus (Jesse) Bais
P.O. Box 1059
Mayer, Arizona 86333
Phone: (928) 533-6125
Fax: (928) 632-4005
E-mail: jbais@mayerschools.org

Subject: Letter of Appeal

Re: Form 471 Application Number:	486830
Funding Year:	2005
Applicant's Form Identifier:	MUSD-INT
Billed Entity Number:	143200
FCC Registration Number:	0011793007
SPIN:	143004779
Service Provider Name:	Network Infrastructure Corporation
Service Provider Contact Person:	Carrie Jarecki

Please be advised that this is an appeal for the Notification of Commitment Adjustment Letter, funding Year 2005: July 1, 2005 - June 30, 2006. Dated June 26, 2009.

I feel that when Mayer Schools and its representative at the time of this application were in compliance with the parameters that were in place at the time of application. I don't believe that Mayer Schools or the vendor would install and submit requisitions for payment without some type of approval from Universal Schools and Libraries Division. I contacted Cyndi Beach after receiving the above reference letter and she would try and find some type of paperwork that may have been submitted. I have not heard back from her as of this date. After receiving the above referenced letter, extensive research had to be accomplished on our end to find the documents associated with the E-Rate application that was submitted in February 2005.

The parties involved that submitted the application are no longer employees of the school district. The address of 17300 E. Mule Deer, Mayer, AZ 86333 is the old mailing address. The new one as cited above is;

Mailing address: P.O. Box 1059
Mayer, Az 86333

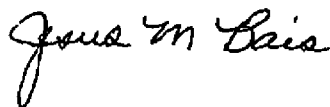
Physical address: 12606 E. Main Street
Mayer, AZ 86333

Please find attached a copy of the Proposal and Statement of Work for Mayer Unified School District (Attachment "A"). The document is an electronic copy and we were able to locate it on an old laptop. I feel that this missing document that was not previously submitted should resolve our issue and is self explanatory. In conjunction with this is the fact that the cover sheet has the wrong date. The proposals as shown in (Attachment "B") shows the date in the upper right hand corner of 1/4/2005. The cover sheet shows January 6, 2006, which is in error and the year should have been 2005.

Also attached is a copy of the 500 form that requests for an extension of the project until September 30, 2007 (Attachment "C"). This generated a new Proposal acceptance and signatures dated August and September of 2006 (Attachment "D").

We will wait for a decision on this appeal as this is holding up our current application for this year's funding. If I can be of any further assistance or if additional information is required, please contact me.

Sincerely,



Jesus (Jesse) Bais
IT Director
Mayer Schools

Cc: Carrie Jarecki
Network Infrastructure Corporation

Lynn Drye
Business Manager, Mayer Schools

File

attachments

Statement of Work: Mayer - LAN / WAN
Client: Mayer Unified School District

Page: 1 of 8



Proposal and Statement of Work

For

Mayer Unified School District

Yr. 8 E-RATE RFP Response

January 6, 2006

NIC SFIN: 143004779

This Statement of Work (SOW) is made and entered into between Network Infrastructure Corporation (NIC), an Arizona corporation, with offices at 1131 W. Warner Rd., Suite 111, Tempe, AZ, 85284 and Mayer School Unified District (Customer). This SOW defines the services and deliverables that NIC shall provide to the Customer under the terms of the Agreement ("Services"). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other Statements of Work, which may be executed and attached to this Agreement. Acceptance of this proposal is subject to the standard SOW Terms and Conditions attached herewith.

The information contained in this Statement of Work is *confidential and privileged*. It is intended to be reviewed only by the Organization named above. If you are not an authorized employee of the organization, you are hereby notified that any review, dissemination or copying of this Statement of Work is prohibited.

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Overview

NIC has been approached by Mayer Unified School District to provide a response to their Yr. 8 SLD E-Rate RFP.

Task 1 - Procure Cisco Hardware

NIC Responsibilities

Upon receipt of appropriate purchase orders, NIC shall procure the equipment listed in the attached estimates. The LAN/WAN & Wireless hardware shall be procured via Cisco. The UPS shall be procured via APC and the server from HP.

Customer Responsibilities

Customer shall cut purchase orders as appropriate to procure adequate hardware:

Task 2 - Burn-in and Configure Hardware and Software

NIC Responsibilities

Summary

1. Order and receive the Cisco, HP, and APC hardware.
2. Document the serial numbers in NIC's internal network and on a transmittal.
3. Burn-in the Cisco hardware for 24 hours to verify basic functionality.
4. Transport the received hardware and transmittal to the job site based on a scheduled implementation time and date.
5. NIC will have the customer verify the order and sign the transmittal. A copy of the signed transmittal will be given to the customer.
6. Install and configure hardware.
7. Test hardware according to its function.
8. Provided closeout documentation which will include a Visio diagram of Mayer USD, switch, firewall and wireless configurations, manufactures product documentation, also part and serial numbers.

Cisco Product detail

1. Install 4500 switches at each location into existing cabinet and plug the switch into the UPS.
 - Configure management interface.
 - Connect to existing switch network via 802.1q trunk.
 - Configure VTP so that vlans will auto configure
 - Set each port into a vlan of the customer's choice.
 - Test Connectivity

2. Install 2651 routers.
 - Install routers at each location into existing rack or cabinet
 - Connect to UPS
 - Copy existing configs from router into new router. Make sure that IP routing is working
 - Test Connectivity
3. Install Pix Firewall
 - a. Rack mount Pix and connect to UPS
 - b. Configure inside and outside interface.
 - c. Configure a global NAT (Network Address Translation) pool
 - d. Configure static translations for DNS, Email, WWW, and FTP
 - e. Test Connectivity
4. Wireless LAN AP's
 - a. Install and mount Access points and antenna
 - b. Connect to 1 vlan
 - c. Configure static WEP codes
 - d. Test connectivity
5. Wireless LAN Bridges.
 - a. Install and mount Bridges
 - b. Connect to Router
 - c. Test connectivity

APC Product detail

1. Rack mount UPS into existing rack/cabinets.
2. Connect any equipment in rack to new ups

HP Product detail

1. Assemble, rack mount server.
2. Connect to Network
3. configure IP address on LAN and name server
4. Add server to AD domain if needed.
5. Configure IIS to server web pages on port 80.

Client Responsibilities

If the project is to be successful, Client must commit to the following general obligations:

1. Appoint a lead technical resource that will be the point of contact for all technical questions.
2. Meet with NIC Engineer to provide adequate input into the design requirements.
3. Ensure that adequate physical access be afforded to NIC personnel such that they can complete the integration work in a timely manner.

4. Ensure purchase orders are issued in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase.
5. Configuration outside of the requirements for the product being installed will not be performed. NIC and the customer must agree jointly on a configuration change and document that change as a Change Order to the project.
6. Provide the necessary power and access to power sources for all equipment being installed.
7. Provide patch cords for all newly installed equipment (if not purchased with the new equipment).
8. Perform any configuration necessary on all servers and user's personal computers. NIC is not responsible for software conflicts caused by standard installation of agreed upon software.
9. Ensure accuracy of data/information supplied to NIC.
10. Client is responsible for ordering circuits and DID's from the appropriate Telco Carrier. NIC engineer can aid in making recommendations as to what provisioning can be used, but is under no obligation to take responsibility for any such recommendations.

Proposal Acceptance

I understand that work to be performed is "as per" this Statement of Work. My signature below verifies that I have read and understood this proposal and statement of work and agree to the Pricing and Terms and Conditions.

Mayer USD is responsible for their share of this project, 15% as determined by SLD Funding approval. The amount to be provided via Purchase Order is \$ 36,411.98. Mayer USD is responsible for any calculation errors and/or changes in funding by SLD.

Yr. 8 E-Rate Project Overview	Quote
Network/WLAN Upgrade/Replacement	\$212,906.71
UPS Infrastructure	\$20,395.21
Server	\$9,444.59
Total Bid for Yr. 8	\$242,746.51
District Share – 15% per SLD Approval	\$ 36,411.98

Network Infrastructure Corporation
1131 West Warner Road
Tempe, Arizona 85284

By: [Signature]
Signature

Brent J. Graves
Print Name

Acct. Mgr.
Title

02/05/05
Date

Mayer Unified School District
17300 E. Mule Deer Drive
Mayer, AZ 86333

By: [Signature]
Signature

William J. Colwell
Print Name

Technology Dir.
Title

02/05/05
Date

Change Management Procedures

After both parties sign this Scope of Work document, no change to the scope of work shall be entertained by either party unless both parties agree to and sign a completed Change Order Request Form (Appendix A).

STANDARD TERMS AND CONDITIONS

SLD, Mohave and/or State Contracts Supersede

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding 10 days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC in connection therewith and, in addition, the reasonable value of NIC's time and expenses spent in connection with such collection action, computed at NIC's prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by NIC.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of Invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

RISK OF LOSS OR DAMAGE: NIC shall assume the risk of loss of, or damage to equipment and materials purchased hereunder until they are delivered to the customer's site, at which time the customer assumes such risk. Risk of loss/damage in the customer provided equipment shall remain with the customer.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00)

BOND: Costs of Performance and Payment bond is not included. If required, NIC shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory

to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy.

OWNERSHIP: NIC shall retain ownership of all materials supplied until final payment for same is received. NIC may retrieve from the Customer premises any material supplied where payment has not been tendered. The Uniform Commercial Code of Arizona shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien, if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law.

Appendix A: Change Order Request Form

In reference to the section titled Change Management Procedures of the above referenced Scope of Work between Network Infrastructure Corp. ("NIC") and Mayer Unified School District, both parties hereby certify, by the signature of an authorized representative, that this Change Order shall amend and be fully incorporated into the existing Scope of Work (SOW).

Change Order Number: _____

1. Reason for Change Request:

2. Changes to SOW:

3. Impact (cost, schedule):

4. Purchase Order Issuance (If applicable):

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Order Request to be fully executed.

Submitted by:
Network Infrastructure Corporation

Acknowledged and Agreed:
Mayer Unified School District

By: _____

By: _____

Name: _____


Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

 Network Infrastructure Corporation™	Customer:	Mayer
	Project Name:	Mayer E-rate Year 8 Cisco
	Quote Number:	50171-01-01
	Quote Date:	1/4/2005
	Quote Expiration:	30 Days from Quote Date

1131 W Warner Rd Suite 111 Tempe, AZ 85284 Phone: 480-850-5050 Fax: 480-850-5051

Manufacturer	PartNo	Description	Qty	UI	UnitPrice	Extended
Routers & Switches						
CISCO	WS-C4507R	CATALYST 4507R 7 SLOT CHAS NO P/S REDUN SUP	3	EA	\$6,696.65	\$20,089.95
CISCO	PWR-C45-1000AC=	CATALYST 4500 1000W AC P/S SPARE	3	EA	\$666.65	\$1,999.95
CISCO	PWR-C45-1000AC/2	CATALYST 4500 1000W REDUN P/S AC	3	EA	\$666.65	\$1,999.95
CISCOA	CAB-7KAC=	CISCO 7000 SERIES AC PWR CABLE	3	EA	\$16.75	\$50.25
CISCO	WS-X4515=	CATALYST 4000 SUP IV 2 GE CONSOLE RJ45 SPARE	3	EA	\$8,036.65	\$24,109.95
CISCO	WS-F4531	CATALYST 4000 NETFLOW SVS CARD FOR SUP IV	3	EA	\$2,006.65	\$6,019.95
		CATALYST 4500 SUP 4/5 IOS ENH 3DES OSPF EIGRP IS-I				
CISCO	S4KL3EK91-12220EW=		3	EA	\$6,696.65	\$20,089.95
CISCO	FR-IRC4=	CATALYST 4000 SUP III INTERDOMAIN ROUTING LIC	3	EA	\$3,350.00	\$10,050.00
CISCO	MEM-C4K-FLD128M	CATALYST 4000 SUP III COMPACT FLASH 128MB	3	EA	\$469.00	\$1,407.00
CISCO	WS-X4306-GB	CATALYST4500 GE 6 PT MOD	3	EA	\$2,008.65	\$6,019.95
CISCO	WS-X4548-GB-RJ45=	CATALYST 4500 ENH 48PT 10/100/1000 BASE-T RJ45	6	EA	\$3,681.65	\$22,089.90
CISCOA	WS-G5484	CATALYST SERIES 1000BSX GBIC MOD MMF SPECIAL	6	EA	\$335.00	\$2,010.00
CISCO	CISCO2651XM	CISCO2651XM DUAL FETH RTR W/IOS IP SAW 40KPPS	3	EA	\$2,810.65	\$8,431.95
CISCO	WIC-1DSU-T1-V2=	CISCOED 1PT T1/FAC T1 T1 DSU CSU WAN I/F CARD	3	EA	\$670.00	\$2,010.00
PIX						
CISCOI	PIX-515E-R-DMZ-BUN	PIX 515E RESTRICTED S/W DMZ BDL	1	EA	\$2,475.65	\$2,475.65
CISCOI	PIX-1FE=	PIX 10/100 ETH I/F	1	EA	\$134.00	\$134.00
CISCOI	PIX-515R-SW	PIX 515 RESTRICTED S/W LIC	1	EA	\$666.65	\$666.65
Wireless						
CISCOW	AIR-AP1231G-A-K9	CISCO 1200 SERIES IOS AP MPC1 FCC CNFG 802.11G	30	EA	\$602.33	\$18,059.90
CISCOW	AIR-PWR-CORD-NA=	CISCO AIRONET AIR LINE CORD NORTH AMERICA	30	EA	\$6.70	\$201.00
CISCOW	AIR-PWRINJ3	SPARE				
		CISCO 1100 1200 SERIES PWR INJECTOR FACTORY	30	EA	\$39.53	\$1,185.90
CISCOW	AIR-CONCAB1200=	CISCO 1200 PLATFORM CONS CABLE	30	EA	\$6.70	\$201.00
CISCOW	AIR-BR1310G-A-K9	CISCO 1310 WLS AP/BRG INT ANT FCC CNFG	6	EA	\$870.33	\$5,221.98
TRAVEL						
	TRAVEL EXPENSES	Hotel Costs	3	EA	\$100.00	\$300.00
	TRAVEL EXPENSES	Round Trip Mileage	175	MI	\$0.37	\$65.88
Total Materials						\$154,658.71
Total Labor						\$47,602.00
Estimated Tax						\$10,406.00
Grand Total						\$212,906.71

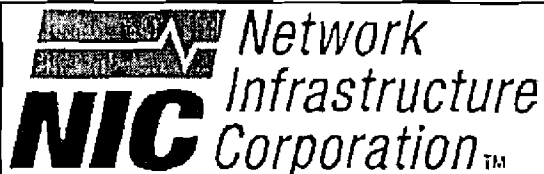


Customer: Mayer
 Project Name: Mayer E-rate Year 8 UPS's
 Quote Number: 50171-01-01
 Quote Date: 1/4/2005
 NIC SPIN: 143004779

1131 W Warner Rd Suite 111 Tempe, AZ 85284 Phone: 480-850-5050 Fax: 480-850-5051

Manufacturer	PartNo	Description	Qty	U	UnitPrice	Extended
UPS						
APCC	SU1400RMXL3U	SMARTUPS 1400 RM XL 3U LINEINT 1050W ER 120V	20	EA	\$619.65	\$12,393.00
TRAVEL						
	TRAVEL EXPENSES	Hotel Costs	3	EA	\$100.00	\$300.00
	TRAVEL EXPENSES	Round Trip Mileage	175	MI	\$0.37	\$63.88
Total Materials						\$12,756.88
Total Labor						\$6,634.50
Estimated Tax						\$1,005.83
Grand Total						\$20,397.21
District Share						\$3,050.26

The information contained in this summary is the property of Network Infrastructure Corporation (NIC) and is privileged and confidential. Any copying or distribution of this information is strictly prohibited without the written consent of NIC.



Customer: Mayer
 Project Name: Mayer E-rate Year 8 Cisco
 Quote Number: 50171-01-01
 Quote Date: 1/4/2005
 Quote Expiration: 30 Days from Quote Date

1131 W Warner Rd Suite 111 Tempe, AZ 85284 Phone: 480-850-5050 Fax: 480-850-5051

Manufacturer	PartNo	Description	Qty	U	UnitPrice	Extended
UPS						
Base		ProLiant DL320 G2 Intel® Pentium™ 4 Processor 3.05 GHz/533-512KB, 512MB (Rack) SCSI	1	EA	\$4,093.00	\$4,093.00
MANAGED SERVICES						
376910-001		3 years parts, 1 year labor, 1 year on-site warranty 24x7, 4- Hr Response On-site coverage,	1	EA	\$458.00	\$458.00
221546-001		TFT5600RKM 1U 15-in Flat Panel Display w/ integrated keyboard	1	EA	\$1,748.00	\$1,748.00
TRAVEL EXPENSES						
		Hotel Costs	3	EA	\$100.00	\$300.00
		Round Trip Mileage	175	MI	\$0.37	\$63.88
Total Materials						\$6,662.88
Total Labor						\$2,271.50
Estimated Tax						\$510.22
Grand Total						\$9,444.59

The information contained in this summary is the property of Network Infrastructure Corporation (NIC) and is privileged and confidential. Any copying or distribution of this information is strictly prohibited without the written consent of NIC.

FCC Form

500

Do Not Write In This Area

Approval by OMB

3060-0853

Universal Service for Schools and Libraries Adjustment to Funding Commitment and Modification to Receipt of Service Confirmation Form

Estimated Average Burden Hours Per Response: 1.5 hours
(To be completed by Schools and Libraries or Consortia.)

Please read instructions before completing.

Form 500 Number
(unique identifying number assigned by applicant)

Block 1: Applicant Information

1. Name of Billed Entity Applicant (required) MAYER UNIFIED SCHOOL DISTRICT		2. Billed Entity Number (required) 143200	3. Funding Year (required) 2005
4. Complete Mailing Address of Billed Entity Applicant (required)			
Street Address, P. O. Box or Route Number 17300 E. MULE DEER DR		City MAYER	State AZ
		Zip Code 86333	
10-Digit Phone Number 928 642 1000	Fax Telephone Number 928 632 4005	E-Mail Address drd@mayerschools.us	

5. Contact Person Information

Contact Person Name (required) STEFAN TONAZZI			
Mailing Address (required if different from Item 4)			
Street Address, P. O. Box or Route Number PO BOX 1059		City MAYER	State AZ
		Zip Code 86333	
10-Digit Phone Number 928 642 1020	Fax Telephone Number 928 632 4005	E-Mail Address stefan.tonazzi@mayerschools.us	

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

NOTICE: The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the form will be used to inform the Schools and Libraries Division of the Universal Service Administrative Company that a billed entity, and/or the schools and libraries that it represents, wishes to reduce its funding commitment amount on the funding request number level, or has modified the beginning or ending date for services received during the funding year.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the personal information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC, or (b) any employee of the FCC; or (c) the United States Government, is a party in a proceeding before the body or has an interest in the proceeding.

If you do not provide the information requested on the form, your application may be returned without action or your application may be delayed.

The foregoing Notice is required by the Privacy Act of 1974, Pub. L. No. 93-579, December 31, 1974, 5 U.S.C. § 552, and the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden, to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, D.C. 20554.

Billed Entity Applicant's 500 Number (to be assigned by Fund Administrator)

Billed Entity Name MAYERLIEDER SCHOOL DISTRICT Contact Name STEFAN TONAZZI

Billed Entity Number 143200

Contact Telephone Number 928 642 1020

Block 2: Services Adjustment: Fill in one Block 2 for EACH Funding Request (FRN) affected. If you are submitting more than one Block 2, please number your pages 2A, 2B, 2C, etc. and write the number in the space provided here: Page 2

6. Provide the following information about each service cited in your Form 471 Block 5, Discount Funding Request, [FRN] for which you want to take one of the following actions:

Remember: The FRNs listed on this form must be for the same Funding Year as listed in Item 3, Block 1.

New Start Date: If you wish to change the Funding Year Service Start Date you listed on a previously filed Form 486 in this funding year. This action will NOT result in more funding.

Contract Expiration Date: If you wish to change the ending date for services. This action will not result in more funding but you could combine it with a reduction in funding.

Cancel: If you wish to cancel a Funding Request Number. Please note: This action is irrevocable and the FRN can NOT be reinstated later. This action would allow money to be put back into the Universal Service fund for possible commitment to other applicants.

Reduce: If you wish to reduce the amount of your funding commitment for a particular FRN. This action is irrevocable and the FRN can NOT be increased later. This action would allow money to be put back into the Universal Service fund for possible commitment to other applicants.

The information required can be found in your Funding Commitment Decision Letter (FCDL) pertaining to the Funding Request (FRN) being affected.

To launch the submission of invoices for payment, please file Form 486.

IDENTIFICATION OF THE FRN TO BE ADJUSTED

(A) Form 471 Application Number (required):

(B) Funding Request Number (required):

(C) Billing Account Number (required, if contained in your FCDL):

(D) Service Provider Name (required):

(E) Service Provider SPIN (required):

ADJUSTMENT TO FRN LISTED ABOVE:

(F) Service Start Date	Original Date (mm/dd/yyyy):	New Date (mm/dd/yyyy):
<input type="checkbox"/> Change Date		
(G) Contract Expiration Date	Original Date (mm/dd/yyyy):	New Date (mm/dd/yyyy):
<input checked="" type="checkbox"/> Change Date	06/30/2006	9/30/2007
(H) Cancel FRN	Original Commitment Amount:	New Commitment Amount:
<input type="checkbox"/> Please Cancel		\$0.00
(I) Reduce FRN	Original Commitment Amount from FCDL:	New Commitment Amount AFTER Reduction:
<input type="checkbox"/> Please Reduce		

Billed Entity Name MUSDContact Name STEFAN TONAZZIBilled Entity Number 143200Contact Telephone Number 928 642 1020**Block 3: Certification**

7. I certify that I am authorized to submit this Form on behalf of the above-named billed entity applicant, that I have examined this request, and that, to the best of my knowledge, information, and belief, all statements of fact contained herein are true.
8. I understand that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the services receive an appropriate share of benefits from those services.
9. I recognize that I may be audited pursuant to this application and will retain for five years any and all records that I rely upon to fill in this form.

10. Signature (original ink signature required)

Patrick M. Dallabetta

11. Date (required)

8/10/06

12. Printed name of authorized person (required)

Patrick M. Dallabetta

13. Title or position of authorized person (required)

Superintendent

14. Telephone number of authorized person (required)

928-642-1000

15. E-Mail address of authorized person (required, if available)

drd@mayerschools.us

16. Address of authorized person (required)

PO Box 1059 Mayer, AZ 85365

A paper copy of this form, with an original signature in Block 3, Item 10 should be mailed to:

SLD-Form 500
P. O. Box 7026
Lawrence, Kansas 66044-7026

If sent by express delivery services or U.S. Postal Service, Return Receipt Requested, the form should be mailed to:

SLD-Form 500
c/o Ms. Smith
3833 Greenway Drive
Lawrence, Kansas 66046
888-203-8100

FROM :

FAX NO. :

Dec. 29 2006 09:54AM P1



Certificate of Acceptance

In compliance with the terms and conditions of the agreement dated December 27, 2006 between Mayer Unified School District ("Customer") and Network Infrastructure Corporation (NIC), the customer hereby accepts LAN/WAN Implementation System (the "System") as installed and acknowledges: (1) that the system was commissioned on the date set forth below and is operating in accordance with the specifications, (2) that the additions or deletions set forth by any Job Order have been completed, (3) that payment is due NIC in accordance with the agreement without deduction, setoff or abatement; and (4) the Customer's execution of this Certificate of Acceptance does not relieve the Customer of any obligation to make payment due under any Job Change Order issued by NIC at Customer's direction.

NIC Job Number: 01-02-01752

Job Name: Mayer USD E-Rate Year 8 LAN/WAN

Delivery Date: 12/28/2006

Warranty Date: 12/28/2006

Acknowledged	Accepted
Network Infrastructure Corporation 1131 West Warner Road Tempe, Arizona 85284	Customer: Mayer USD PO Box 17059 Mayer, Arizona 86333
By: <u>[Signature]</u> Signature	By: <u>[Signature]</u> Signature
<u>Grant A. Cowlthorpe</u> Print Name	<u>Richard R. Ellis</u> Print Name
<u>SR. PROJECT MANAGER</u> Title	<u>Technology Director</u> Title
<u>12/27/2006</u> Date	<u>12/28/06</u> Date

Attachment “I”



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2005-2006

September 02, 2009

Jesus Bais
Mayer Unified School District No. 43
P. O. Box 1059
Red Brick Schoolhouse
Mayer, AZ 86333

Re: Applicant Name:	MAYER UNIF SCHOOL DISTRICT 43
Billed Entity Number:	143200
Form 471 Application Number:	486830
Funding Request Number(s):	1351114
Decision Letter Date:	June 26, 2009
Date Appeal Postmarked:	August 26, 2009
Your Correspondence Dated:	August 25, 2009

Our records show that your appeal was postmarked more than 60 days after the date your Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be POSTMARKED within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company